

COVERED SERVICES

Covered services are categorized as either mandatory or optional. The following list delineates the services covered with the month/year they were added as available services by the Missouri Medicaid Program:

Mandatory

| | |
|--|-------|
| Certified Nurse Practitioners | 9/91 |
| Family Planning | 7/73 |
| Federally Qualified Health Center | 4/90 |
| Inpatient Hospital | 11/67 |
| Home Health over 21 | 2/72 |
| Healthy Children and Youth (formerly EPSDT) | 2/72 |
| Occupational Therapists (Independent Practice) | 4/90 |
| Physical Therapists (Independent Practice) | 4/90 |
| Speech Therapists (Independent Practice) | 4/90 |
| Lab/X-ray | 11/67 |
| Nurse Midwife | 12/87 |
| Nursing Facility over 21 | 11/67 |
| Rural Health Clinic Services | 11/89 |
| Outpatient Hospital | 11/67 |
| Physician | 11/67 |
| Private Duty Nursing | 9/91 |

Optional

| | |
|--|-------|
| Adult Day Care | 7/83 |
| AIDS Waiver | 7/89 |
| Alternative (Adult Waiver Services over 65) | 7/82 |
| Ambulance (Emergency Only) | 7/69 |
| Case Management-Pregnant Women & Children | 1/88 |
| Clinic Services | 8/79 |
| Comprehensive Day Rehabilitative Services for the Head Injured | 7/89 |
| Community Psychiatric Rehabilitation Services | 7/89 |
| Comprehensive Substance Treatment and Rehabilitation Services | 1/91 |
| Dental | 11/67 |
| Durable Medical Equipment | 5/78 |
| Hearing Aid | 6/79 |
| Home Health Under 21 | 2/72 |
| Hospice | 5/89 |
| ICF/MR | 10/75 |
| Medicare Part B | 1/68 |
| MRDD Waiver | 7/88 |
| Nursing Facility* | 1/74 |
| Optometric | 10/72 |
| Personal Care | 7/82 |
| Pharmacy | 11/67 |
| Podiatry | 7/79 |
| Psychiatric Under 21 | 6/81 |
| Psychiatric Over 65 | 11/67 |
| Rehabilitative Services | 8/79 |

State Plan TN# 95-12Supersedes TN# 92-12Effective Date 7/1/93Approval Date APR 07 1995

Skilled Nursing Facility Under 21* _____ 8/88

Transplants _____ 3/86

ESPD T Services (Limited to individuals under age 21)

Psychologists

Licensed Professional Counselors

Social Workers

- * Intermediate Care Facilities (ICF) and Skilled Nursing Home Facilities (SNF) were combined into one category as Nursing Facility (NF) effective October 1, 1990.

State Plan TN# 95-12

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Effective Date 7/1/93

Approval Date APR 07 1995

COOPERATIVE AGREEMENT BETWEEN
 THE DIVISION OF ~~FAMILY SERVICES~~
 (DEPARTMENT OF SOCIAL SERVICES)
 AND THE DEPARTMENT OF ~~MENTAL HEALTH~~
 RELATING TO TITLE XIX - ~~MISSOURI~~

MS 80-9
 Apr 7/80
 pgs 1-8

This Agreement is entered into this 1st day of May, 1980, by and between the Missouri Division of Family Services of the Department of Social Services "DFS" and the Missouri Department of Mental Health "DMH".

I

STATEMENT OF PURPOSE

- A. The purpose of this agreement is to:
- 1) provide a mechanism for the provision of Title XIX Early Periodic Screening Diagnostic and Treatment "EPSDT" Program services by DMH;
 - 2) provide a framework for administration and reimbursement of EPSDT delivered services by DMH to persons who have been determined eligible for the services by DFS;
 - 3) provide a phase-in structure for facilities of DMH to become service providers of EPSDT services, and
 - 4) provide a structure for training, program evaluation and coordination between DMH and DFS regarding EPSDT services.

II

GENERAL PROVISIONS

- A. DMH agrees to provide EPSDT services to those persons under 21 who are Title XIX eligible and receive evaluation of mental disorders through DMH.
- B. DMH further agrees to provide EPSDT services to those Title XIX persons who after evaluation are determined by DMH to be mentally disordered and in need of treatment services of DMH.
- C. The decision as to whether an individual is eligible for Title XIX - EPSDT services shall be made by DFS.

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- D. DMH and DFS agree that nothing stated in this agreement shall prevent either party from operating in accordance with the requirements under 42 CFR 431.615 (d).
- E. DFS agrees to provide training of DMH personnel in proper claim reporting procedures at no expense to DMH.
- F. All services provided by DFS and DMH under this agreement shall be provided in compliance with Title VI of the Federal Civil Rights Act of 1964, found in USC 200d which reads, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- G. All programs and services provided by DFS and DMH under this agreement shall be provided in compliance with Section 504 of the Rehabilitation Act of 1973, which insures that the handicapped are not discriminated against either as employees or as patients of any vendor participating in DFS or DMH programs.

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III

ADMINISTRATION OF AGREEMENT

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- A. Designees of the Directors of Social Services and Mental Health shall be appointed at the time of execution of this agreement to facilitate implementation of the agreement.
- B. DMH and DFS staff at the state, regional, district, county and local levels shall cooperate in establishing plans, procedures, and implementation of the mutual objectives of the Departments and Divisions in the location of those people who are in need of assistance and in the provision of such care and/or service as needed. Reciprocal referrals will be made between agencies for administrative purposes which include, but are not limited to, determining eligibility, selecting methods of reimbursement, processing claims, and other similar activities as appropriate for mentally disordered persons.
- C. The period of this agreement shall be for one year from the date signed by both parties and is automatically renewed for a succeeding year unless either party gives notification sixty (60) days prior to the expiration of this agreement. This agreement may be cancelled at any time upon agreement of both parties or by either party after giving thirty (30) days prior notice in writing to the other party, except

that reimbursement shall be made for the period when the contract is in full force and effect. This agreement shall be reviewed annually and may be modified at any time in particular as the responsible administrative offices agree to in writing.

- D. Notwithstanding any other provision of this agreement, if funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming for any reason, then either party shall have the right to terminate the fiscal sections of this contract giving notice specifying the reasons for such termination.

IV

CONFIDENTIALITY

- A. DMH and DFS shall maintain the strict confidentiality of all records of individuals provided services under this agreement. With the exception of the provisions of paragraph two of this section of this agreement, the contents of such records shall not be disclosed to anyone, except as otherwise provided by law, other than the patient or the parent or guardian of the patient if the patient is a minor or State ward, without written permission of the patient or the parent or guardian of the patient.
- B. DFS and the Division of Finance of the Department of Social Services shall have access to DMH records for individuals served under this agreement at any reasonable time provided that the information obtained by DFS and the Division of Finance is used only for the administration of the Medicaid program. DMH shall have access to DFS records for individuals served under this agreement at any reasonable time provided that the information obtained by DMH is used only to carry out those Medicaid administrative activities that DMH has agreed to perform under this agreement. The "administration of the Medicaid program" and "Medicaid administrative activities" include, but are not limited to, determining eligibility, selecting methods of reimbursement, processing claims, conducting fair hearings, arranging interagency agreements, conducting outreach and other similar activities.
- C. It is explicitly understood by the parties to this agreement that DFS and the Division of Finance of the Department of Social Services and DMH may not use or make disclosure of information obtained under the provisions of paragraph two of this section of the agreement for purposes other than

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the administration of the Medicaid program without written consent of the patient or the parent or guardian of the patient. Specifically, but not inclusive, this prohibition applies to disclosure of information to service providers without exception as stated by the provisions of Action Transmittal HCFA-AT-78-2 dated January 13, 1978, and Information Memorandum HCFA-IM-78-32 dated June 22, 1978. (Attached)

V

FINANCIAL REIMBURSEMENT

- A. DMH agrees to participate in the Title XIX payment plan as a vendor. DFS agrees to reimburse DMH for those Title XIX services provided to individuals who are certified by DFS as Title XIX eligible.
- B. The payment by DFS to DMH shall guarantee that DMH as a vendor, will be treated equally with other vendors under the Medicaid program.
- C. DMH will submit claims for reimbursement to DFS on forms authorized by DFS and in a manner acceptable to DFS as approved by the Director of the Department of Social Services. All claims for services rendered must be submitted within one year of the date of service except in the following cases:

- Claims with a date of service between the effective date of the participation agreement and the approval date of the agreement must be submitted within one year of the approval date.
- Claims for recipients who were originally ineligible on the service but were made retroactively eligible at a later date, must be filed within one year of the date on which the recipient was made retroactively eligible.
- Claims with other insurance liability must be submitted within one year from the date notification is received from the other insurance source and within 24 months of the date of service. A copy of the insurance notification must be attached to the claim.

All claims failing one or more edits, other than those that cause an automatic rejection, will be suspended. Suspended claims that require additional data will be returned to the provider. Claims which are returned to the provider must be resubmitted within 90 days of

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the date of service. If the claim is returned to the provider after the 90 day filing limit, a copy of the originally submitted claim must be attached when returned for payment.

- D. DFS agrees to reimburse DMH for authorized services in accordance with Title XIX rates and fees established by DFS and DMH agrees to accept reimbursement from DFS as the full and complete amount due and will not bill or collect from any eligible individual or his or her spouse or parent for amounts in excess of the Title XIX reimbursement. If any payment is received or will be received by DMH from any other source for any service provided under this agreement, that amount shall be deducted from the reasonable charge billed to DFS. Any such payments received after reimbursement by DFS shall be remitted to DFS or at the option of the DMH the reimbursement applied as a credit to subsequent billings. If any other source payment exceeds the payment made by DFS, DFS shall recover only the amount it has paid.
- E. DMH agrees that DFS will pay only for those covered services rendered to Title XIX recipients who are eligible by state law to receive such services from DMH facilities, and that DFS will pay only the Federal Share portion of the Title XIX rates and fees established.
- F. Because Title XIX EPSDT is a residual program;
 - 1) Other third parties, in addition to Title XIX, are also billed in all cases where there is third-party liability for non-Title XIX community members who receive the same services for which Title XIX is charged; and
 - 2) A fee schedule is established that all third parties are charged. The fee schedule will be used for billing all third parties.
- G. Any funds paid to DMH under this agreement which are subsequently determined to be recovered by the United States Department of Health and Human Services "HHS" shall be recoverable by DFS and DMH.
- H. DMH shall maintain and make available to DFS an accurate current list of all its facilities and a description of their programs.
- I. DMH will acquire from DFS all necessary identification numbers.

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VI

REVIEW AND AUDIT

- A. The quality of all services provided under this agreement will be assured and maintained through necessary inspection, examination, and review by DMH of its programs, facilities and personnel.
- B. DFS and the Division of Finance of the Department of Social Services may annually inspect, examine, and review a random sample of DMH facilities for audit purposes, and DFS may inspect, examine, and review any particular facility. Such maintenance will be satisfied by compliance with DMH certification procedure, appropriate state licensing law, and by mutual listing of facilities and personnel to avoid utilizing those facilities or personnel who have been barred by Title XIX from participation in these programs because of fraud or other abuse of the Title XIX program.
- C. DMH shall maintain program and financial reports required by DFS and HEW in order to determine whether performance of service is adequately maintained and whether financial claims under this agreement are justified. Such records shall be detailed enough to enable DFS to avoid duplicate billings by vendors. These records shall be available for review by DFS or HEW at any reasonable time and place.

VII

EPSDT PROGRAM

- A. DMH and DFS agree that this program shall be phased into DMH facilities on a mutually agreed upon time table.
- B. Mutual Objectives
 - 1) To provide a plan for the coordination of EPSDT services.
 - 2) To improve and expand health and mental health services to EPSDT eligibles through physical and psychological screening, diagnosis and treatment.
 - 3) To avoid overlapping in the extension of such services.
 - 4) To improve the quality and availability of eligible health and mental health services for EPSDT eligibles.

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C. Respective Responsibilities

1) DFS

- a) Will assist eligible recipients who appear to be mentally disordered to receive DMH evaluation to determine if they should become mental health clients for health and mental health services appropriate for their needs.
- b) Will reimburse DMH for those Title XIX services provided to individuals certified by DFS as being eligible for EPSDT Services.
- c) Will provide agreed upon training to providers regarding EPSDT requirements to include purpose of program, required services, and screening/treatment schedules.
- d) Will contact all individuals where an abnormality was found during the screening examination.
- e) Will determine if the parent or guardian has been able to obtain all necessary follow-up diagnosis and treatment.
- f) Will provide assistance as needed and requested by the parent or guardian in obtaining the services indicated as needed by the screening examination.

2) DMH

- a) Will participate in the Title XIX EPSDT program as a provider of health and mental health care screening and treatment services.
- b) Will monitor the quality of services delivered by DMH facilities through periodic program evaluation of all health and mental health service aspects of the program.

3) DFS and DMH will cooperatively:

- a) Provide for the identification of recipients needing screening services, further diagnosis, and/or treatment of unmet health and mental health needs.
- b) Develop and implement an appropriate system of follow-up for further screening and/or treatment services.

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Division of Family Services
(of the Department of Social Services)

Department of Mental Health

by
Director

John Zumwalt

Date

28 April 1980

by
Director

D. Anala

Date

4-23-80

Approved by:

Department of Social Services

by

Robert R. [Signature]

Date

4/30/80

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